

Terms and conditions

At 16 On Bree Properties, we believe in keeping our clients informed every step of the way, and our website is no different. By continuing to use this website you agree to the below Terms and Conditions.

CONTACT US

16 On Bree Group Website Terms & Conditions

1. Introduction

1. This page states the terms and conditions under which you may use the website, <https://16onbree.co.za/>(the "**Website**").
2. The Website is made available to you by the 16 On Bree Group (being Cape Town 9 Properties (Pty) Ltd.), registration number 2016/278040/07, a limited liability private company duly registered in the Republic of South Africa, including its subsidiaries, and holding companies from time to time) (referred to as "**16 On Bree**", "**we**", "**us**" and "**our**") ("**Terms and Conditions**").
3. 16 On Bree is predominantly a real estate group offering a full spectrum of property services. 16 On Bree and its affiliates have a significant network of offices in Africa and the world.

2. Contact us

1. The Website is controlled by 16 On Bree. Should you have any queries or comments about the Website or our [Privacy Policy](#) you may contact us at:
 1. **our physical address:** 16 Bree St, Cape Town City Centre, Cape Town, 8000;
 2. **our email address:** info@16onbree.co.za ; or
 3. **our contact number:** +27 (0)21 418 7920

3. Terms of use

1. These Terms and Conditions are binding and enforceable against all individuals and/or entities (referred to as "**you**"; "**your**" or "**user**") that access or use the Website, or any part thereof.
2. By using the Website, you will be regarded as having read these Terms and Conditions and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use the Website.

4. Changes and amendments to these terms and conditions

1. 16 On Bree reserves the right to change the information displayed on the Website including these Terms and Conditions at any time without notice to you.
2. It is your responsibility to visit the Website periodically to review the Terms and Conditions to which you are bound.

3. The new terms will be effective immediately when they are posted on the Website and, by continuing to access or use the Website, you will be deemed to have accepted the new terms (as published on the Website).

5. **Copyright and intellectual property**

1. The Website (and all related pages) including, but not limited to, pictures, photographs of properties used on the Website, any content, software, text, graphics, trade names, logos, trade-marks, designs and service marks or any other material contained in or electronically distributed on the Website (collectively referred to as the "**Website Content**") are protected by law, including but not limited to copyright and trade mark law (whether in South Africa or elsewhere in the world where the Website is accessed and/or used).
2. The "16 On Bree" logos are all trademarks registered in the name of Cape Town 9 Properties.
3. The Website, including the Website Content and 16 On Bree Trademarks, is the exclusive property of Cape Town 9 Properties.
4. **You understand that any reproduction of the Website Content and/or the 16 On Bree Trademarks by you or any third party in any manner whatsoever is strictly prohibited.**
5. You will not / may not:
 1. acquire any right, title or interest in or to the Website; Website Content or 16 On Bree Trademarks;
 2. make a permanent copy of or reproduce this Website and/or the Website Content in any form whatsoever;
 3. reproduce or incorporate this Website into any other website; and
 4. frame this Website without the express written consent of 16 On Bree.
6. You may only print, display or download temporary copies of the Website Content to your computer for your own personal **non-commercial use**.

Any use, distribution, or reproduction of the Website Content or 16 On Bree Trademarks is prohibited (unless you are expressly authorised to do so by 16 On Bree in writing). To obtain permissions for the commercial use of any Website Content and/or 16 On Bree Trademarks you must contact us at info@16onbree.co.za prior to such use.

7. Where any of the Website Content has been licensed to 16 On Bree or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party may impose on you from time to time and you agree to comply with such third-party terms and conditions. You acknowledge that it will be your responsibility to familiarise yourself with such third-party terms and conditions.

6. **Links to third party websites**

1. This Website may from time to time contain hyperlinks or reference to third party websites, news, advertisements, or reviews (collectively "**third party links**") independently published and over which 16 On Bree has no control. These Terms and Conditions do not apply to such third-party links.
2. The presence of any third-party link on the Website is for your convenience only. Any such link does not mean that 16 On Bree endorses it or has any association with the proprietor of such third-party links.
3. **Notwithstanding the fact that the Website may refer to or provide third party links, your use of such third-party links is entirely at your own risk and we assume no responsibility for any loss, expense, claim or damage whatsoever, whether direct, indirect or consequential, arising from your use of such third party links or your reliance on any information contained thereon.**

7. **Interruptions and omissions**

1. Whilst we take every care to ensure that the standard of the Website remains high and to maintain the continuity of it, you acknowledge that the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this Website (or any part of it).
2. **You agree that 16 On Bree will not be liable to you in any manner whatsoever if it chooses to suspend, modify or terminate the Website.**

8. **Currency converter**

1. All currencies on the Website will be displayed in South African Rand, notwithstanding the original currency in which captured.
2. Should you wish to use any other currency than South African Rand; you can change the default currency and select a currency of your choice by clicking on the drop down menu. Once you have selected the currency of your choice, the Rand value displayed will be translated from Rand to the currency you had selected.
3. The rate used in the currency conversions on the Website is updated every evening at midnight. The rate is sourced from Yahoo Finance API.
4. 16 On Bree makes no representations or warranties of any kind (express or implied) with respect to the accuracy of the currency conversion.

9. **Disclaimer**

1. Whilst reasonable care is taken to ensure that the information contained on the Website is accurate, we cannot guarantee the accuracy thereof.
2. All erf and building size values which may be displayed on the Website are displayed as approximate size values and 16 On Bree makes no representation nor gives any warranty that the erf and building size values are accurate and/or up to date.
3. **16 On Bree provides the Website on an "as is" and "as available" basis and makes no representations or warranties of any kind (express or implied) with respect to the Website or the Website Content (including, but not limited to any pictures, photographs of properties, text, graphics, advertisements, files, links, financial**

calculators, currency conversion; erf and building size/s, general property information or other items on the Website) and disclaims all representations and warranties.

4. In addition, we make no representation nor give any warranty, undertaking or term (either express or implied) as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses, Trojans, bombs, time-locks or any other data code or harmful mechanisms (which can corrupt or affect the operation of the Website or our systems) of the Website Content.
5. We make no representation nor give any warranty that the Website Content will be accurate, up to date, uninterrupted or error free.
6. 16 On Bree cannot be held liable for any inaccurate information or content published on the Website save where such liability arises from the gross negligence or wilful misconduct of 16 On Bree.
7. 16 On Bree shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website and/or the Website Content; or your inability to use the Website and/or the Website Content, and/or any unlawful activity on the Website and/or third party links.
8. YOU HEREBY INDEMNIFY 16 ON BREE AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THE WEBSITE, WEBSITE CONTENT AND/OR ANY THIRD-PARTY LINKS.
9. Nothing on the Website shall be regarded or taken as financial, investment or property advice. The information contained on the Website may not be relied upon in connection with any financial, investment or property decision you may make.

Please contact us to report any possible Website malfunctions or errors by way of email to info@16onbree.co.za

10. Indemnity

1. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USE TO WHICH YOU PUT THE WEBSITE AND ALL THE RESULTS AND INFORMATION YOU OBTAIN FROM IT AND THAT ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, REPRESENTATIONS AND TERMS WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED BY 16 ON BREE TO THE FULLEST EXTENT PERMITTED BY LAW.
2. Save in respect of liability for death or personal injury arising out of our gross negligence or for fraudulent misrepresentation, we and all contributors to the Website hereby disclaim, to the fullest extent permitted by law, all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in delict, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use the Website.

11. Privacy and protection of personal information

1. Personal information is crucial to the running of 16 On Bree's business and is one of its most valuable business tools. 16 On Bree respects and values the security and privacy of your personal information and follows security procedures when storing and disclosing your personal information to prevent unauthorised access to such information.
2. You agree that we may collect, store and use certain personal information about you in accordance with our [Privacy Policy](#).

12. Cookies

1. To make your experience visiting the Website as simple and convenient as possible we use "cookies". The Website uses first-party cookies and second-party cookies and other similar technologies for measurement, data analysis, targeted advertising, and potential personalisation of the Website so that 16 On Bree can better serve you with more customised information when you return to the Website.
2. "Cookies" are small text files containing small amounts of information which are downloaded to your device when you visit a website. "Cookies" are sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. "Cookies" are useful as they allow a website to recognise your device. "Cookies" thus recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and content. "Cookies" can thus be used to enhance your interactive experience and generally improve the Website.
3. If you do not want your information to be collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature and which notify you when you are sent a "cookie", giving you the chance to decide whether or not to accept it. You can read more about cookies at www.allaboutcookies.org. **If you do not accept the use of "cookies" or fail to deny the use of "cookies", you consent to 16 On Bree's use of any of your information collected by 16 On Bree using "cookies"**. Such use shall be limited to use for marketing, compiling statistics and to provide you with better access to the Website.
4. User behaviour on the Website is tracked using Google Analytics "*Universal Analytics*" tracking solution which anonymises and aggregates data about your behaviour on the Website. In addition, the Website uses Google Analytics Demographics and Interest Reporting. 16 On Bree will not facilitate the merging of your personal information with non-personally identifiable information collected through Google advertising products or features unless you are notified thereof and consent (or opt-in) thereto. **You may opt-out of the Google Analytics Display Advertiser features by visiting <https://tools.google.com/dlpage/gaoptout/>.**

13. Invalidity

1. If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

14. General Provisions

1. These Terms and Conditions are governed by the laws in force in the Republic of South Africa.
2. In the event of any dispute arising between you and 16 On Bree, you consent to the jurisdiction of the Western Cape High Court (notwithstanding that the quantum in the action or proceedings may otherwise be beyond the monetary jurisdiction of that court).
3. 16 On Bree may legally assign any of its rights and obligations under these Terms and Conditions at any time without giving you notice.
4. You agree that you shall only use the Website for lawful purposes and shall not in any manner whatsoever modify, distribute, or exploit the Website Content of without 16 On Bree's prior written consent. You also agree that you shall not abuse or misuse the Website or the Website Contents in any manner whatsoever.